

FILED FOR RECORD

At 11:20 O'clock A.M.

AUG 27 1985

JOSEPHINE R. HEYLAND
Clerk and Recorder
BENTON COUNTY, ARK.BILL OF ASSURANCES FOR
EL CONTENTO ACRES

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the LBG Company., herein called "Owner", has caused certain lands owned by it to be platted into an addition known as El Contento Acres Addition to the City of Bentonville, Benton County, Arkansas, and the plat thereof appears of record in the office of the recorder of Benton County, Arkansas, in Plat Book 6 at page 129; and,

WHEREAS; the Owner desires to provide for the use of the property for the highest of residential uses and to restrict its uses as such;

NOW, THEREFORE, the Owner hereby adopts the covenants stated herein and agrees that the stated covenants shall apply to all of the property now platted as El Contento Acres Addition to the City of Bentonville, Benton County, Arkansas, as covenants running with the land.

1. SCOPE OF APPLICATION.

These covenants shall apply in their entirety to the area known and described as El Contento Acres Addition to the City of Bentonville, Arkansas, as shown on the recorded plat thereof.

2. LAND USE AND BUILDING TYPES.

No lot in the Addition shall be used for any other purpose than single-family residential as that term is defined in the municipal zoning ordinance. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories, with basement, and each such dwelling shall have a private garage to accommodate at least two automobiles. No business or commercial use except home offices shall be carried on or permitted in any structure or in any portion of this addition in keeping with the general plan to develop this property for the highest class of residential occupancy. Cabana structures or Gazebo may be built and maintained within the building area on any lot in the addition. The interior area of a detached cabana will not be included in the determination of the minimum dwelling sizes. Garages shall have a minimum of 576 square feet with minimum outside dimensions of 24 x 24 feet.

3. DWELLING SIZE AND QUALITY.

Size, design, location and site development of dwellings and permitted accessory buildings in this subdivision shall be subject to the prior approval of an Architectural Control Committee hereinafter designated. The Architectural Control Committee shall approve no plans which provide for construction of residences on lots in this addition of less than 2,000 square feet of heated and liveable floor space, measured by the outside wall dimensions. All dwellings placed upon the premises shall be of new construction and be of high quality workmanship and materials. Approval of plans for construction of principal residences, pools, cabanas and gazebos shall not be unreasonably withheld by the Architectural Control Committee based upon the style of design of the exterior of such proposed principal residences as long as the same are designed, in whatever style, in accordance with the generally accepted high standards of architectural

Return Jim Clark P.O. Box 807 Bentonville, Ark

design.

4. ARCHITECTURAL CONTROL.

No residence, permitted accessory building, fence, wall or other structure shall be constructed, created or maintained upon any lot in the addition, nor shall any modification, alteration or change be made in the exterior of any existing residence or permitted accessory building until the construction, grading and drainage and landscape plans and specifications showing the nature, size, shape, dimensions, materials and location of the same shall have been submitted to and approved, in writing, by the Architectural Control Committee, or the committee has waived its right in the manner hereinafter provided.

5. THE ARCHITECTURAL CONTROL COMMITTEE.

The Architectural Control Committee shall consist of three members, one of whom shall be a representative of the developer and the other two who shall be property owners appointed by the developer. In the event of the death, resignation or disqualification of a member of the Architectural Control Committee, the developer shall designate a replacement. Each of the members of the committee appointed by the developer shall serve a term of one year, but may be reappointed. Any property owner in the addition seeking to obtain the required approval of any plans for construction, modification or alteration, or improvements on his, or her or its property, shall submit the same in two copies to any member of the Architectural Control Committee. A written receipt from any member of the Committee shall be prima facie evidence of the delivery of such plans and the date thereof. If, within thirty (30) days from the date of delivery of such plans to a member of the Committee, the Committee has not stated to the owner deficiencies in the proposal for such construction or alteration or improvements, the owner may proceed with such construction or alterations as though affirmative approval had been received from the Architectural Control Committee. Notice of disapproval by the A.C.C. shall be given to the owner at the address for the owner indicated in the city telephone directory, or as otherwise indicated by the owner, in writing to the Architectural Control Committee. If deficiencies are noted and called to the owner's attention in the proposed plan within a thirty (30) day period following the delivery thereof to a member of the Committee by the owner, the owner shall not proceed with any such construction or alteration until such deficiencies have been corrected to the satisfaction of the Committee. The Committee shall have full power to enforce the provisions and restrictions herein by an action for an injunction.

6. BUILDING MATERIALS.

Exterior materials shall be approved by the A.C.C. Roofs shall be either wooden shingles which have been approved by the Bentonville fire code, or concrete tile.

7. GENERAL RESTRICTIONS.

(a) No noxious or offensive activity, and no commercial activities of any kind, shall be carried on upon any lot in this addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(b) No trailer, mobile home, tent, shack or barn shall be erected on any lot in this subdivision, temporarily or permanently, except for temporary use by construction contractors only. Tents used for recreational purposes of a short duration

shall not be considered as excluded by this provision.

(c) No signs, billboards, posters or advertising devices shall be permitted upon any of the lots in this addition except that the owner of each lot may place house numbers and the owner's name upon his or her mailbox or dwelling; however, each letter thereof shall be no more than ten (10) inches in height and ten (10) inches in width; and owners may place a sign of not more than four (4) square feet in size, advertising the property for sale should it be offered for sale.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.

(e) No trash, ashes or other refuse may be thrown or dumped on any of the lots in the addition.

(f) No building material of any kind or character shall be placed or stored upon any lot in the addition until the owner is ready to commence construction of the improvements requiring such materials. Building materials shall not be placed or stored in the street or between the curb and property lines. No privy, cesspool, septic tank field or disposal plant shall be installed or maintained on any lot in the addition, and all residences and permitted accessory buildings shall have the plumbing connected to the city sanitary sewer system.

(h) All garages facing the street shall be finished inside and shall be fully enclosed with garage doors.

(i) All driveways in the addition shall consist of a concrete surface acceptable to the committee and driveways of less than 18 feet in width will be discouraged.

(j) Satellite dishes will be discouraged. However, if installed, they will be restricted to rear yards and must be screened by appropriate decorative screening, such as shrubs.

8. BUILDING LOCATION.

No building shall be located on any lot nearer to the front lot line than the minimum building setback line of thirty (30) feet as shown on the recorded plat. Side yards shall be maintained between the side lot lines and the building line of not less than 10 feet. Porches, steps, chimneys, window boxes and other portions of a permitted structure shall not project beyond the minimum setback line. No building or permitted accessory building will be permitted or constructed nearer than 10 feet to the rear property line of any lot. Swimming pools and tennis courts shall be allowed; however, they shall be subject to the same minimum setback lines as other buildings and accessory structures.

9. EASEMENTS.

Utility and drainage easements are reserved by the developer upon all property in this subdivision and, unless shown otherwise on the plat, all lots have a 10-foot utility and drainage easement on the interior of all lot lines, such easements to be parallel with the corresponding adjoining lot lines.

10. ON-STREET PARKING PROHIBITED.

Overnight on-street parking shall be prohibited in this subdivision.

11. FENCING AND ORNAMENTAL STRUCTURES.

No fences shall be erected on any portion of a lot between the street and a line drawn across the rear foundation or building line of the principal dwelling and intersecting the side lot lines. Dog pens properly screened by walls, fences, or plantings may be constructed and maintained in the rear yard portion of any lot. Retaining walls, ornamental fences of less than three feet in height, and of brick, wood or natural stone construction may be permitted on a lot in the front portion as herein described between the front of the house and the front lot line. However, no other structure exceeding three feet in height shall be placed or permitted on the portion of any lot lying nearest to the abutting street and in front of the line extended across the rear foundation line of the principal dwelling. The developer retains a ten (10) foot easement for an ornamental, decorative fence enclosing the subdivision on the East and South sides of the subdivision, said easement crossing lots 1, 2, 15, 16 and 17.

12. UTILITIES.

All utilities in this subdivision shall be placed under ground.

13. PERSONS BOUND.

All persons or corporations who now own or shall hereafter acquire any of the lots in this addition shall be deemed to have agreed and covenanted with the owners of all other lots in this addition and with their heirs, successors and assigns to conform to and observe the restrictions, covenants and stipulations contained herein for a period of twenty-five (25) years from the date these covenants are recorded, and these covenants shall thereafter automatically extend for successive periods of ten (10) years each unless prior to the end of the original term, or any successive term, 80 percent of the then owners of lots in the addition agree to amendment or removal of these covenants in whole or in part. These covenants may be amended at any time with the approval of the owners of 80% of the lots in the addition. No changes in these covenants shall be valid unless the same shall be placed of record in the Office of the Recorder of Benton County, Arkansas, duly executed and acknowledged by the requisite number of owners.

14. RIGHT TO ENFORCE.

The covenants, agreements and restrictions herein set forth shall run with the title to the lots in this addition and bind the present owners, their heirs, successors and assigns, future owners and their heirs, successors and assigns; and all parties claiming by, through or under them, shall be taken to hold, agree and covenant with the owners of other lots in the addition, their heirs, successors and assigns, as to the covenants and agreements herein set forth and contained. Any owner or owners of lots in this addition shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, any of the covenants, agreements or restrictions contained herein, together with any other rights to which they might otherwise be entitled under the laws of the State of Arkansas. The invalidation of any one of these covenants, restrictions or agreements herein contained by the order of a Court of competent jurisdiction shall, in no way, affect any of the other provisions hereof, which will remain in full force and effect.

IN WITNESS WHEREOF, the Owner, by its duly authorized representatives, has hereunto set its hand and seal this 25th day of June, 1985.

LBG COMPANY

Donald Eugene Blasi
DONALD EUGENE BLASI, President

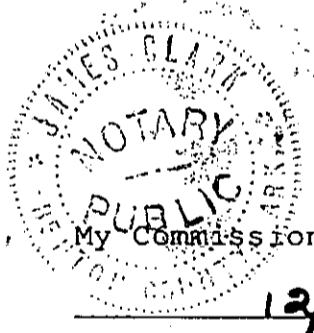
ATTEST:

Barbara Jo Blasi
BARBARA JO BLASI, Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF BENTON)

BE IT REMEMBERED, That on this day came before the undersigned Notary Public, within and for the County and State aforesaid, DONALD EUGENE BLASI and BARBARA JO BLASI, and stated that they are the President and the Secretary, respectively, of the LBG CO., and that they executed the above bill of assurances for El Contento Acres, for the consideration and the purposes therein set forth.



James Blasi
NOTARY PUBLIC

My Commission Expires:
12/28/91